

WHEN RECORDED MAIL TO:

CITY CLERK  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522



Project: Sewer line easement granted from  
6130 Chadbourne Avenue to  
6116 Chadbourne Avenue

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COVENANT AND AGREEMENT  
ESTABLISHING PRIVATE SEWER LINE EASEMENT



THIS COVENANT AND AGREEMENT AND DECLARATION OF  
RESTRICTIONS IS made and entered into this 24 day of march, 2004, by ALFREDO  
ESPARZA, a private citizen with reference to the following facts:

A. Declarant is the fee owner of 6130 Chadbourne Avenue in the City of  
Riverside, County of Riverside, State of California, described in Exhibit A,  
attached hereto and incorporated herein by this reference. Said 6130 Chadbourne  
Avenue is referred to as "Lot 1", and said 6116 Chadbourne Avenue is referred to  
as "Lot 2".

B. This sewer line easement is necessary for the construction of a  
residence to be built on "Lot 2". This easement may be vacated when a sewer  
line extension is made in Chadbourne Avenue benefiting "Lot 2", and "Lot 2"'s  
sewer is connected to it.

NOW, THEREFORE, incorporating the above recitals, Declarant hereby declares  
that "Lot 1" shall be held, transferred, sold, conveyed, leased, occupied and used subject  
to the following covenants, conditions and easements.

1. There is hereby granted, reserved and established over, along and across the  
following portion of "Lot 1", a nonexclusive easement for a private sewer service line for  
the use and benefit of and as an easement appurtenant to "Lot 2" of the property.

Beginning at the most southeasterly corner of "Lot 1"; thence  
N 85d 09'00" W for a distance of 55 85' to the true point of beginning.  
Thence N 85d 09' 00" W for a distance of 6.59'; thence N 45d 27' 14" E  
for a distance of 59.67'; thence N 70d 11' 05"-E for a distance of 2.55';  
thence S 19d 48' 55" E for a distance of 5'; thence S 70d 11' 05" W for a  
distance of 1.45'; thence S 45d 27' 14" W for a distance 54.29' to the  
point of beginning.

The nonexclusive easement herein granted shall contain all rights deemed reasonable, necessary and proper for the installation, construction, maintenance, repair, or replacement of private sewer service facilities for the use and benefit of and as an easement appurtenant to "Lot 2" of property.

2. The cost of construction, reconstruction, repair and maintenance of the private sewer service line on "Lot 1" for the use of "Lot 2" shall be borne by the owner of "Lot 2"; provided, however, any repair or maintenance caused by the sole negligence or willful misconduct of the owner or occupants of "Lot 1" shall be paid by the owner of said "Lot 1".

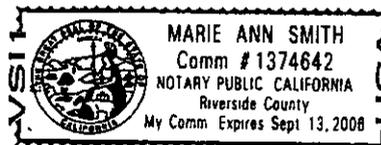
3. In the event Declarant shall sell, convey, lease or otherwise change the ownership of "Lot 1" as such lot is conveyed, Declarant shall grant or reserve the easement as above described in paragraph 1 as is appropriate to insure that "Lot 2" has the use and benefit of private sewer service facilities connected to the sewer main located in Chadbourne Avenue.

4. Any person who now or hereafter owns or acquires any right, title or interest to either lot of the property shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein, and (b) to have granted or be subject to the easement described in paragraph 1 above as may be appropriate whether any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in such lot.

IN WITNESS WHEREOF Declarant has caused this Covenant and Agreement to be executed the day and year first written above

By Alfredo Esparza  
Alfredo Esparza

Maria G Esparza  
Maria G Esparza





ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Riverside

On March 24, 2004, before me, Marie Ann Smith, a notary public, personally appeared Alfredo Espinoza, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies) and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument

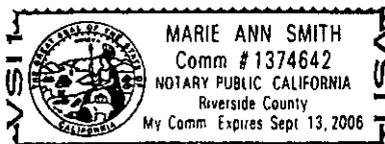
WITNESS my hand and official seal

Marie Ann Smith  
Notary Public

My Commission Expires:

\_\_\_\_\_

[Notarial Seal]



**MY COMMISSION EXPIRES  
SEPTEMBER 13, 2006**